



101756

AUTOMATIC

AUTOMATIC ELECTRO - PLATING CORP.

185 FOUNDRY STREET, NEWARK, NEW JERSEY 07105

TELEPHONE: (201) 589-0344

FAX: (201) 589-0345

USEPA - REGION 11
EMERGENCY & HAZARDOUS
RESPONSE DIVISION
96 JUN -3 AM 10:10
DIRECTOR'S OFFICE

- 1) Since 1970
- 2)
 - a. NO
 - b. NO
 - c. YES
- 3)
 - Boric Acid (Not a toxic chemical)
 - Nickel Sulfate
 - Zinc Chloride (Not a toxic chemical)
 - Chromium as a chromate solution
 - Nickel Anodes
 - Silver
 - Zinc Anodes (Not a toxic chemical)
- 4)
 - a. Electro-plating of steel components with a Zinc or Nickel finish.
 - b. During the plating process the chemicals listed in question #3 were consumed by depositing the Zinc & Nickel on customers components. Any excess chemicals were rinsed off the components and discharged to the sanitary sewer after treatment as expressed in 40CFR-413-14 Sub Part A.
 - I. Chemicals were combined in a plating solution to allow metals to ionize and plate onto customers components.
 - II. Trace amounts of substances were from plating solution, are dragged into rinse water, and discharged to sewer after treatment.
 - III. NO
- 5) Rinse waters from the plating processes are piped to a collection/sampling pit.
 - a. Gerald Borriello
 - b. George Scott
 - b. NONE
 - c. All chemicals are stored in drums, carboys, and tanks within the confines of the facility.
 - d. We adjust the pH of the waste water with either caustic soda or sulfuric acid to 7.0 and discharge to the sewer. There is no other waste generated.

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AUTOMATIC ELECTRO-PLATING CORP.
Newark, New Jersey

- 6) (A) I. YES, since 1970
II. YES. Adjusted for pH
III. NO
IV. See P.V.S.C. reports.
- (B) I. YES, since 1970
II. NONE
- (C) I. Two common road troughs catching runoff from the surrounding area.
II. NONE
III. NONE
IV. Unlined
V. They flood during heavy rains. (See photo's).
VI. Since facility was built in early 1900's to the best of my knowledge.
- (D) I. Storm sewers and catch basins are the same. There are no lagoons.
II. NONE
III. N/A
IV. NONE
- (E) See enclosed diagram.
- 7) (A) See List. Three (3) years average
(B) Absolutely not.
- 8) NONE
- 9) (A) YES
I. YES
II. NO
(B) See List. 2-3 year average
- 10) See settlement of E.P.A. action.
- 11) See ECRA filing.
- 12) N/A

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CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of New Jersey :

County of Bergen :

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that my company is under a continuing obligation to supplement its response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or the company's response thereto should become known or available to the company.

GERALD BORRIELLO
NAME (print or type)

C.E.O.
TITLE (print or type)

Gerald Borriello
SIGNATURE

Sworn to before me this 24th
day of May, 1996

Carol D. Taege
Notary Public

CAROL D. TAEGE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAR. 3, 1997

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AUTOMATIC

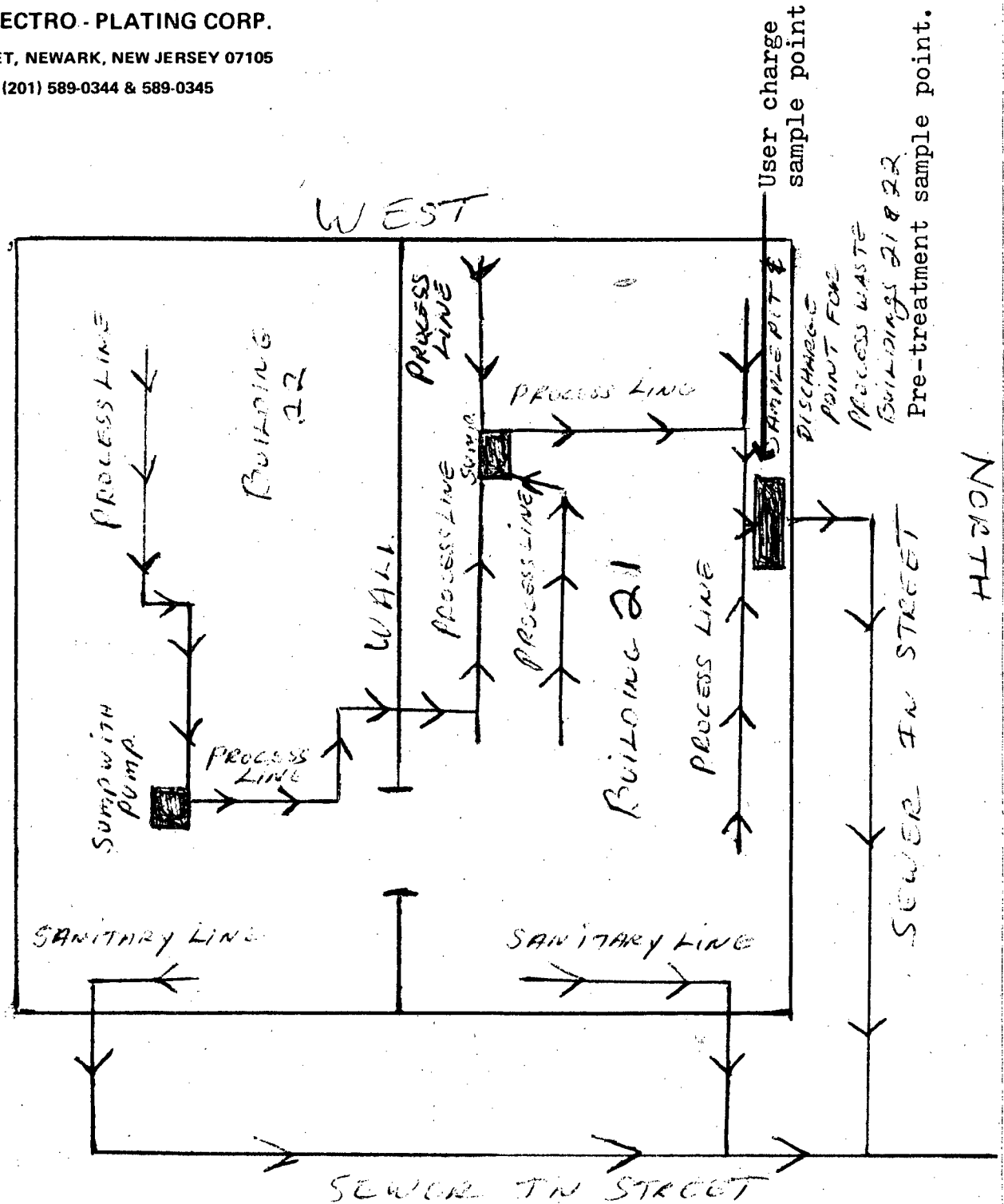
AUTOMATIC ELECTRO - PLATING CORP.

185 FOUNDRY STREET, NEWARK, NEW JERSEY 07105

TELEPHONES: (201) 589-0344 & 589-0345

SEWER LINES

6-E



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AUTOMATIC

AUTOMATIC ELECTRO - PLATING CORP.

185 FOUNDRY STREET, NEWARK, NEW JERSEY 07105

TELEPHONE: (201) 589-0344

FAX: (201) 589-0345

Pounds per year purchased -- 1994

7. A

Boric Acid	100 Lbs.
Nickel Sulfate	0
Zinc Chloride	440 Lbs.
Chromium from a chromate solution (1994)	
Luster-On 250A	450 Lbs.
Luster-On 25AB	460 Lbs.
	<hr/> 910 Lbs.
Nickel Anodes	250 Lbs.
Silver Nitrate	3 Lbs.
Zinc Anodes	23,000 Lbs.

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CHART 1

MONTHLY ANALYSIS - LEAD

9-B

MONTH	Pb.	DATE SAMPLED:	FLOOD DATES:
1/1 - 1/31	< .1	1/06/94	
2/1 - 2/28	< .1	2/03/94	
3/1 - 3/31	< .1	3/03/94	
4/1 - 4/30	< .1	4/07/94	4/27/94
5/1 - 5/31	< .1	5/05/94	
6/1 - 6/30	< .1	6/02/94	6/29/94
7/1 - 7/31	< .1	7/07/94	7/26/94
8/1 - 8/31	< .1	8/04/94	
9/1 - 9/30	< .1	9/01/94	
10/1 - 10/31	< .1	10/06/94	
11/1 - 11/30	< .1	11/03/94	11/21/94
12/1 - 12/31		12/03/94	12/06/94

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860006
SC

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

ENTERED NOV 23 1987

THE DEPUTY CLERK
ON
WILLIAM T. WALSH
By *[Signature]*
(Deputy Clerk)

UNITED STATES OF AMERICA,
Plaintiff,

v.

AUTOMATIC ELECTRO-PLATING CORP.,
Defendant.

Civil Action No. 86-0920(MTB)

FILED

NOV 23 1987

AT 8:30

1:00 P
WILLIAM T WALSH
CLERK

CONSENT DECREE

WHEREAS, Plaintiff, United States of America, on behalf of the Administrator of the United States Environmental Protection Agency (hereinafter "EPA" or "Plaintiff"), has filed a complaint alleging that Automatic Electro-Plating Corp. has violated Section 307 and Section 308 of the Clean Water Act, 33 U.S.C. §1317 and §1318 ("the Act"); and

WHEREAS, the Defendant, Automatic Electro-Plating Corp., is a corporation incorporated under the laws of the State of New Jersey and owns and operates a plant engaged in electroplating located at 185 Foundry Street, Newark, New Jersey, (hereinafter "the Plant"); and

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WHEREAS, the Defendant, in carrying out its industrial operations, generates wastewater from its electroplating operations which is ultimately discharged to a Publicly Owned Treatment Works (POTW) owned and operated by the Passaic Valley Sewerage Commissioners; and

WHEREAS, the Defendant discharges non-domestic pollutants from its electroplating industrial processes into a POTW, the Defendant is an Industrial User in the Electroplating Point Source Category and is required to comply with the General Pretreatment Regulations, 40 C.F.R. Part 403 and the categorical pretreatment standards for the Electroplating Point Source Category, 40 C.F.R. Part 413, which were promulgated pursuant to Section 307(b) and Section 308 of the Clean Water Act, 33 U.S.C. §1317(b) and §1318; and

WHEREAS, the Defendant is an Industrial User subject to a categorical standard, and it was required to submit a Baseline Monitoring Report (BMR) on its operations by September 12, 1981 and subsequent compliance reports beginning July 27, 1984 pursuant to 40 C.F.R. §403.12 (b), (d) and (e); and

WHEREAS, the Defendant operates a non-integrated electroplating facility, and it was required to comply with the Electroplating Categorical Pretreatment Standards under 40 C.F.R. Part 413 by April 27, 1984; and

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WHEREAS, the Plaintiff and the Defendant have agreed that settlement of this matter is in the public interest and that entry of this Decree without further litigation, and before any finding of fact and without any admissions or denials, is the most appropriate way to resolve the dispute between the parties;

NOW, THEREFORE, upon consent and agreement of the parties to this Decree, it is hereby ADJUDGED, ORDERED AND DECREED as follows:

I.

JURISDICTION

This Court has jurisdiction of the subject matter herein and of the parties consenting hereto pursuant to 28 U.S.C. §1345 and Section 309 of the Clean Water Act, 33 U.S.C. §1319. The Complaint states a claim upon which relief can be granted against the Defendant under Sections 307, 308 and 309 of the Act, 33 U.S.C. §§1317, 1318 and 1319.

II.

APPLICATION

The provisions of this Decree shall apply to and be binding upon the parties to this action and their officers, directors, agents, servants, employees, successors and assigns, and all persons, firms and corporations having notice of the

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Decree and who are, or will be, acting in concert or privity with the Defendant in this action or its officers, directors, agents, servants, or employees, successors and assigns. In the event the Defendant proposes to sell or transfer the property or operations which are the subject of this Decree, prior to such sale or transfer, it shall advise such purchaser or transferee of the existence of this Decree, and shall notify in writing all parties to this Decree of such proposed sale or transfer.

III.

COMPLIANCE PROGRAM

A. The Defendant represents that by September 30, 1986, it had achieved compliance at the Plant with the General Pretreatment Regulations in 40 C.F.R. Part 403, the Electroplating Categorical Pretreatment Standards in 40 C.F.R. Part 413, and stricter corresponding local standards regulating its discharge to the POTW. The Defendant shall demonstrate compliance by March 31, 1987 and shall thereafter maintain compliance at the Plant with the General Pretreatment Regulations, Electroplating Categorical Pretreatment Standards, and stricter corresponding local standards in effect at the time this Decree is entered. The Defendant shall demonstrate compliance by meeting all applicable federal, state and local pretreatment

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standards as measured by the results of 6 composite samples it shall take within the 2-week period beginning March 16, 1987 in accordance with the procedures set forth in Exhibit A. The Defendant shall transmit such results to the addressees specified in Exhibit B on or before April 30, 1987. Until the Defendant achieves and demonstrates final compliance, the Defendant shall undertake such additional measures reasonably necessary in its effort to minimize its violations of the General Pretreatment Regulations in 40 C.F.R. Part 403, the Electroplating Categorical Pretreatment Standards in 40 C.F.R. Part 413, and stricter corresponding local standards in effect at the time this Decree is entered.

IV.

MONITORING AND SAMPLING

Beginning April 1987, and continuing monthly until six consecutive months of continuous compliance is achieved and demonstrated, the Defendant shall sample the effluent discharges into the collection system of the POTW. Sampling shall determine the concentrations of the following pollutants: cyanide (amenable), lead, cadmium, and pH. Sampling results shall be submitted by the fifteenth day of the month following the taking of said samples. The Defendant shall conduct representative sampling in conformance with the methodology contained in 40 C.F.R. Part 136 of the effluent characteristics of its normal production operations and ancillary production functions at the plant in accordance with the following schedule:

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Monthly Sampling and Monitoring Schedule

Sample Type 24-hour composite [for pH, 2 grab
samples per day]

Frequency A minimum of 4 days per
month, in sequences of 4
consecutive production days.

V.

REPORTING

Beginning on May 15, 1987, and continuing on the fifteenth day of every month thereafter until six consecutive months of continuous compliance is achieved and demonstrated, the Defendant shall transmit a report signed by a duly authorized representative (as provided in 40 C.F.R. §403.12(1)(3)) to EPA Region II, the Passaic Valley Sewerage Commissioners, and the Department of Environmental Protection of the State of New Jersey setting forth the following information for the preceding month:

A. Results of the sampling required by Section IV., and a description of the sampling method and exact location of sampling points used; and

B. The following flow measurements during sampling:

Total regulated plant flow in maximum
gallons per day for each day in which there is
a discharge into the collection system of the POTW.

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The Defendant shall maintain records of all flow measurements in accordance with 40 C.F.R. §403.12(1)(2);

C. Whether compliance has been achieved and demonstrated as specified in Paragraph III., and if not, an explanation of the cause(s) of noncompliance, the length of time necessary for the Defendant to achieve compliance, and a timetable by which the Defendant will implement measures to achieve compliance;

D. A description of any modifications (1) to the Plant's production systems; (2) to the Plant's volume or rate production; (3) to the Plant's maintenance procedures; and/or (4) to the Plant's pretreatment practices to the extent that any such modification may materially affect the monitored flows or concentrations of regulated pollutants contained in the effluent from the Plant's wastewater treatment system, or the sampling points at which the Defendant monitors.

The reporting requirements of this Decree do not relieve the Defendant of its responsibility to submit reports required by 40 C.F.R. §403.12(d) and (e), or other provisions of the Act or regulations promulgated thereunder. Any information provided under this Decree may be used as an admission of the Defendant in any proceeding to enforce this Decree or the Act.

VI.

CIVIL PENALTY

The Defendant shall pay a civil penalty to the United States in the amount of One Hundred Thousand Dollars (\$100,000) within fifteen days of the date of entry of this Decree. Payment shall be made by certified check payable to "Treasurer,

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United States of America" and shall be delivered to the United States Attorney for the District of New Jersey. The Defendant shall be permitted to pay this penalty in thirty-six monthly installments, delivered by the fifteenth day of the month, of \$3,110.62 each, which includes interest at the rate of 7.5% per annum. The first payment shall be made by the fifteenth day of the month immediately following entry of this Decree. Prepayment of the principal balance still owing, as set out in Exhibit C, is allowed. Payment of the principal balance still owing also must be made by the fifteenth day of the month. In the month in which the principal balance still owing is paid off in its entirety, the monthly payment for that month also must be made.

VII.

STIPULATED PENALTIES

Failure by the Defendant to comply with any requirement in this Decree shall require the Defendant to pay stipulated penalties automatically and without demand as follows:

A. If the Defendant fails to achieve and demonstrate compliance by March 31, 1987 with the General Pretreatment Regulations, the Electroplating Categorical Pretreatment Standards, and stricter corresponding local standards in effect at the time this Decree is entered, it shall pay a stipulated

penalty of \$1,000 per day commencing on April 1, 1987 until the day on which such compliance was achieved as thereafter demonstrated by testing results.

B. If the Defendant fails to submit any report pursuant to Paragraph V, it shall pay a stipulated penalty of \$1,000 for each week after the end of the month in which such report is due or overdue and not submitted.

C. If the Defendant fails to sample and monitor as provided in Paragraph IV, it shall pay a stipulated penalty of \$1,000 for each such failure to sample.

D. If the Defendant fails to comply with the applicable pretreatment limitation for any Standard after compliance has been achieved and demonstrated pursuant to Paragraph III., it shall pay a stipulated penalty of \$1,000 for each violation of a Four-Day Average Limitation and \$500 for each violation of a Daily Maximum or Instantaneous Maximum Limitation for said parameter.

Payment of the stipulated penalties set out above shall be made by tender of certified check, payable to "Treasurer, United States of America" and shall be delivered to the United States Attorney for the District of New Jersey by the fifteenth day of the month following the month in which the violations occurred, together with a letter describing the basis for the penalties. A copy of the transmittal letter

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accompanying payment shall be sent to the Regional Counsel, United States Environmental Protection Agency, Region II, 26 Federal Plaza, Room 437, New York, New York 10278, with the succeeding monthly report specified in Paragraph V. Payment for violations discovered by any government agency shall be transmitted within 15 days of notification to the Defendant that a violation has occurred. Any dispute with respect to the Defendant's liability for a stipulated penalty shall be resolved by this Court pursuant to Paragraph X.A.

Payment of the stipulated penalties incurred under this decree does not relieve the Defendant of its obligation to achieve compliance with this decree or the Act.

VIII.

RIGHT OF ENTRY

During the term of this Decree, Plaintiff, the Passaic Valley Sewerage Commissioners, the State of New Jersey, and their authorized contractors and consultants shall have authority to enter on the premises of the Plant, as provided under the Act and applicable regulations. This provision in no way limits the Plaintiff's authority under Section 308 of the Act, 33 U.S.C. §1318, to conduct inspections.

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IX.

FORCE MAJEURE

A. As to any event which causes or may cause a delay in the schedule set out in Paragraph III., the Defendant shall notify the Court and EPA Region II, in writing, within fifteen days of the date on which the Defendant first knew or should have known that such event would cause a delay in the final compliance date set out in Paragraph III. The notice shall describe the anticipated length of time the delay may persist, cause or causes of the delay, the measures taken or to be taken by the Defendant to prevent or minimize the delay and the timetable by which Defendant will implement those measures. The Defendant shall adopt all reasonable measures to avoid or minimize such delay. Failure by the Defendant to comply with the notice requirements of this section shall render this section void and of no effect as to the particular incident involved, and shall constitute a waiver of the Defendant's right to obtain an extension of time for its obligations under this section based on such incident.

B. If the parties agree that the delay has been or will be caused by circumstances beyond the control of the Defendant, and that Defendant could not have reasonably foreseen and prevented such delay, the parties will jointly request the Court to extend the time for performance of such requirement

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by a period not to exceed the actual delay resulting from such circumstance. Said circumstances shall be limited to an act of God, fire, flood, riot, strike, or circumstances entirely beyond the control of the Defendant. In the event the parties are unable to agree, the matter may be submitted by either party to the Court for resolution.

C. Economic hardship or increased cost to Defendant are not grounds for exercising any rights or claiming any relief under this section.

D. An extension of one compliance date based on a particular incident does not result in an extension of a subsequent compliance date or dates.

E. The Defendant shall bear the burden of proving that any delay was caused by circumstances beyond the control of the Defendant.

X.

GENERAL PROVISIONS

A. The Court shall retain jurisdiction to modify and enforce the terms and conditions of this decree and to resolve disputes arising hereunder as may be necessary or appropriate for the construction or execution of this Decree.

B. Any modification of this Decree shall be in writing and approved by the Court.

C. This Decree is neither a permit nor a modification of any existing permit and in no way relieves the Defendant of its

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obligation to comply with all applicable federal, state or local laws or regulations.

D. Plaintiff reserves any and all legal and equitable remedies available to enforce the provisions of this Decree.

E. Nothing herein shall be construed to limit the authority of the United States to undertake any action against any person, including the Defendant, in response to conditions which may present an imminent and substantial endangerment to the public health, welfare or the environment.

F. This Decree shall terminate at such time as all penalties that Defendant is obligated to pay hereunder have been paid in full, all construction and installation of required pretreatment equipment has been completed and Defendant has maintained continuous compliance with all applicable federal, state, and local pretreatment standards for a period of six consecutive months and EPA has so certified with all deliberate speed to the Court.


✓
JFK
Imp.

G. Notices required in this Decree, as applicable, shall be transmitted to the addressees noted in Exhibit B.

H. The parties agree and acknowledge that final approval and entry of this Decree is subject to the requirements of 28 C.F.R. Part 50.7.

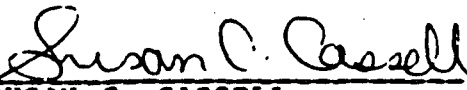
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For Plaintiff, United States of America:

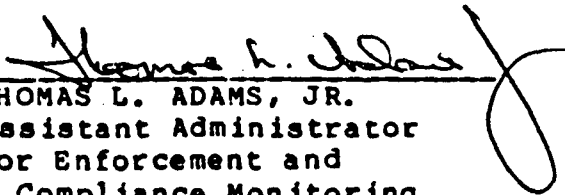

F. HENRY HABICHT II
Assistant Attorney General
Land and Natural Resources
Division
United States Department
of Justice

7/5/87
Dated


THOMAS W. GREELISH
United States Attorney for
the District of New Jersey

By 
SUSAN C. CASSELL
Assistant U.S. Attorney

7/13/87
Dated


THOMAS L. ADAMS, JR.
Assistant Administrator
for Enforcement and
Compliance Monitoring
United States Environmental
Protection Agency

MAY 22 1987
Dated


CHARLES E. HOFFMANN
Assistant Regional Counsel
United States Environmental
Protection Agency, Region II

April 22, 1987
Dated

Of Counsel:

JOSEPH MORAN
Attorney
United States Environmental
Protection Agency

843610027

For Defendant, Automatic Electro-Plating Corp.

Joseph D. Buehler President
Title:

4-15-87
Dated

SO ORDERED

Dated: Newark, New Jersey

June 19, 1987

Raymond J. Barry
UNITED STATES DISTRICT JUDGE

843610028

8600086:01

December 12, 1989

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA, : HON. MARYANNE TRUMP BARRY
PLAINTIFF, : CIVIL ACTION NO. 86-0920
v. : SATISFACTION OF JUDGMENT
AUTOMATIC ELECTRO-PLATING CORP:
DEFENDANT, :

DEC 14 1989

The Judgment in the above-entitled case having been paid in full, the Clerk of the United States Court for the District of New Jersey is hereby authorized and requested to satisfy and cancel said judgment of record, as to defendant, Automatic Electro-Plating Corp.

SAMUEL A. ALITO JR.
UNITED STATES ATTORNEY

Janice Montana
By: JANICE MONTANA
ASSISTANT U.S. ATTORNEY

Sworn and subscribed to

before me on this date

Today December 12, 1989

Lisa R. Hatcher
LISA R. HATCHER

Notary Public of New Jersey
My commission expires 4/7/94.

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U.S. Department of Justice

United States Attorney
District of New Jersey

TCHA:CU

970 Broad Street, Room 502
Newark, New Jersey 07102

201-621-2700
FTS/348-2700

January 8, 1990

8600086/01

Automatic Electro-Plating Corp
185 Foundry St.
Newark, NJ 07105

Re: AUTOMATIC ELECTRO-PLATING CORP
Civil Action No. 86-0920

Dear Automatic Electro-Plating Corp:

Enclosed is a conformed copy of the Warrant For
Satisfaction of Judgement filed in U.S. District Court.

The file is now marked "Paid In Full" and closed on
the records of this office.

Thank you for your cooperation.

Very truly yours,

SAMUEL A. ALITO JR.
UNITED STATES ATTORNEY

By: *Belinda Esteves*
BELINDA ESTEVES
Legal Technician
Debt Collections Unit
(201621-2917)

Enc.

JANICE MONTANA
ASSISTANT U.S. ATTORNEY

843610030

OCT 21 1992

Susan Cassell, Esq.
Assistant United States Attorney
District of New Jersey
970 Broad Street
Newark, New Jersey 07102

Re: U.S. v. Automatic Electro-Plating Corp.
Civil Action No. 86-0920 (MTB)

Dear Ms. Cassell:

The United States, on behalf of the Environmental Protection Agency entered into a Consent Decree with the Automatic Electro-Plating Corp. in the above matter, which Decree was entered by the Court on November 23, 1987. Under Paragraph X.F, the Decree would terminate when EPA certified to the court that the Defendant had met all the requirements of the Decree. I can report and certify that the Defendant has so complied with the Decree and the Decree may be terminated. May I ask that you kindly so inform the Court. Thank you.

Very truly yours,

Charles E. Hoffmann
Assistant Branch Chief
Water, Grants and General Law Branch

cc: ~~Automatic Electro-Plating Corp.~~
Lourdes Bufill, Esq. LE-134W
Patrick Durack, P.E. 2 WM-WPC

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**State of New Jersey
Department of Environmental Protection and Energy**

Division of Responsible Party Site Remediation

CN 028

Trenton, NJ 08625-0028

Tel. # 609-633-7141

Fax. # 609-777-4285

Scott A. Weiner
Commissioner

Karl J. Delaney
Director

AUG 21 1991

Gerald Boriello
Automatic Electro-Plating Corp.
185 Foundry Street 19 - 22
Newark City, NJ 07105

RE: Automatic Electro-Plating Corp.
Newark City, Essex County
ECRA Case #89944

Dear Mr. Boriello:

The New Jersey Department of Environmental Protection (NJDEP) has reviewed the affidavit signed by you and, based upon the information contained in this affidavit, the NJDEP hereby withdraws the above referenced ECRA Case. This determination is made in light of the termination of the contract of sale for the stock of Automatic Electro-Plating, thereby ending the transaction which triggered the Environmental Cleanup Responsibility Act (ECRA) (N.J.S.A. 13:1K-6 et seq.) review.

Any inaccuracies in the above referenced affidavit could alter this decision. Additionally, the current inapplicability of ECRA does not absolve Automatic Electro-Plating Corp. of any responsibilities it may have under any other environmental statutes and regulations, nor does the NJDEP waive its right to take any actions appropriate under same.

Finally, you are advised that a cessation of operations or a sale of those operations by Automatic Electro-Plating Corp., or a sale of the real property will once again subject this facility to our review. Consummation of any ECRA-affected transaction without compliance with ECRA is subject to fines of up to \$25,000 per day.

If you have any questions regarding this matter, please contact Grace Jacob at (609) 633-7141.

Sincerely,

Kevin F. Kratina, Acting Chief
Bureau of Environmental Evaluation
and Cleanup Responsibility Assessment

843610032

Gerald F. Mahoney

4/5 interest

22 MILLSTREAM ROAD
U. SADDLE RIVER, NJ 07458

August 16, 1990

NOV 8 1990

Mr. Gerald Borriello
260 Knoll Drive
Park Ridge, NJ 07656

Dear Jerry:

I reluctantly write this letter regarding the contract on Automatic Electro-Plating Corp. The contract was signed on November 22, 1989. Next week the contract will be nine months old and we still don't have a time frame to close. As you know Gerry Volkov and I put into an escrow fund a \$50,000 deposit. We believe this money should be returned at this time along with the applicable interest. We are officially terminating the contract under section 10.1(b).

We both want to emphasize that we are still very interested in completing the acquisition of Automatic. We just believe this is too much money to be on deposit for such a long period of time. Once you receive ECRA clearance we would like to get together again and try and complete the deal.

Please have your attorney and escrow agent, Mr. Longley, send to me at the above address \$40,000 plus applicable interest. Also please have him send \$10,000 plus interest to Gennady Volkov at 1576 Rising Way, Mountainside, NJ 07092.

1/5 interest

It is unconscionable that our state government has taken so long on your ECRA application. I hope you receive clearance in the near future.

Sincerely,

Jerry

cc: J. J. Longley Esq.
Jeffrey A. Leighton Esq.
Gennady Volkov
Fidcol

843610033

TO WHOM IT MAY CONCERN

Re: ECRA Case No. 89944

1. I am the President of Automatic Electro-Plating Corp. located at 185 Foundry St., Newark, NJ 07105.
2. On November 22, 1989 a contract was signed to sell the business to one Gerald F. Mahoney and one Gennady Volkov, subject to ECRA approval before May 1, 1990.
3. Because delays caused by those administering the ECRA program, the May 1, 1990 deadline was not met.
4. Attached hereto is a true copy of the contract cancellation letter of 8/16/90 from the protected buyers. The deposit moneys were returned to them on 8/30/90 and the matter came to a close - Automatic Electro-Plating Corp.

having lost the sale.

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Automatic Electro-Plating Corp.

AUTOMATIC ELECTRO-PLATING CORP.
Newark, NJ

- 13) A. YES
 B. See results Analytical T.L. Soil Test.
- 14) A. NO
 B. Kem Realty Co. 1970 - 1971
 Foundry Street Corp. 1971 - Present
 C. Chemical Industries
 Kem Realty Corp.
 There was no relationship.
- 15) A. Automatic Electro-Plating Corp.
 B. Gerald Borriello - Park Ridge, NJ
 George H. Scott - Bernardsville, NJ
 C. New Jersey
 J.J. Longley, Esq.
 Summit, NJ
 D. See copy.
 E. NONE
 F. NONE
 G. NONE
 H. See documents
 I. Frank Borriello
 Daytona, Florida
 May 11, 1983

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13-B

ANALYTICAL
TESTING
LABORATORIES

840 Colfax Avenue . Kenilworth, NJ 07033 . 201-241-5040

NJDEPA CERTIFIED WASTEWATER LABORATORY ID NUMBER 20477

AUTOMATIC ELECTROPLATING
185 FOUNDRY STREET
NEWARK NJ 07105

ATT: MR GERRY BORRIELLO

Code No:10377
Customer No:A-042
Date Received:8/8/90
Date Sent:8/20/90
Sample Type: SOIL
Sample I.D: AE1L

COMPONENT	ANALYSIS (mg/kg)	DUPLICATE (mg/kg)
CHROMIUM	35.26	35.72 OK
ZINC	448.21	594.82 +
NICKEL	20.43	21.62 OK
LEAD	1,222.99	1,176.16 +
CADMIUM	1.691	1.654 OK
MOISTURE CONTENT	24.02 % BY wt.	

REMARKS:

843610036

Michael Banhidi

Dr. Michael Banhidi
Technical Director

This Lease Agreement, made the 15 day of March 1989

Between

FOUNDRY STREET CORPORATION (a NJ corporation)

residing or located at
in the City

185 Foundry St.

of Newark

in the County of

Essex

and State of New Jersey

, herein designated as the Landlord,

And

AUTOMATIC ELECTRO-PLATING CORP.

residing or located at
in the City

185 Foundry St.

of Newark

in the County of

Essex

and State of New Jersey

, herein designated as the Tenant;

Witnesseth that, the Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises:

Buildings #19, #21, & #22 and adjacent parking lot of Building #19 as shown on the 10/10/75 survey of Richlan, Pupo & Pronesti, P.A.

for a term of ten (-10-) years

commencing on March 1,

1989

, and ending on February 28 19 99

to be used and occupied only and for no other purpose than

metal plating and

metal finishing

Upon the following Conditions and Covenants:

1st: The Tenant covenants and agrees to pay to the Landlord, as rent for and during the term hereof, the sum of Nine hundred five thousand, six hundred eight & 20/100ths (\$905,608.20) as the minimum Basic Rent, payable monthly in accord with the schedule set forth in the attached Rider to this Lease.

2nd: The Tenant has examined the premises and has entered into this lease without any representation on the part of the Landlord as to the condition thereof. The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense, make all repairs, including painting and decorating, and shall maintain the premises in good condition and state of repair, and at the end or other expiration of the term hereof, shall deliver up the rented premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted. The Tenant shall neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice.

3rd: The Tenant shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal Governments or Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

4th: The Tenant shall not assign, mortgage or hypothecate this lease, nor sublet or sublease the premises or any part thereof; nor occupy or use the leased premises or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

5th: No alterations, additions or improvements shall be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and fixtures, shall be installed in or attached to the leased premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, additions or improvements and systems, when made, installed in or attached to the said premises, shall belong to and become the property of the Landlord and shall be surrendered with the premises and as part thereof upon the expiration or sooner termination of this lease, without hindrance, molestation or injury.

6th: In case of fire or other casualty, the Tenant shall give immediate notice to the Landlord. If the premises shall be partially damaged by fire, the elements or other casualty, the Landlord shall repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder shall not cease. If, in the opinion of the Landlord, the premises be so extensively and substantially damaged as to render them untenable, then the rent shall cease until such time as the premises shall be made tenable by the Landlord. However, if, in the opinion of the Landlord, the premises be totally destroyed or so extensively and substantially damaged as to require practically a rebuilding thereof, then the rent shall be paid up to the time of such destruction and then and from thenceforth this lease shall come to an end. In no event however, shall the provisions of this clause become effective or be applicable, if the fire or other casualty and damage shall be the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed shall continue and the Tenant shall be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers shall have no recourse against the Landlord for reimbursement.

7th: The Tenant agrees that the Landlord and the Landlord's agents, employees or other representatives, shall have the right to enter into and upon the said premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

8th: The Tenant agrees to permit the Landlord and the Landlord's agents, employees or other representatives to show the premises to persons wishing to rent or purchase the same, and Tenant agrees that on and after one year next preceding the expiration of the term hereof, the Landlord or the Landlord's agents, employees or other representatives shall have the right to place notices on the front of said premises or any part thereof, offering the premises for rent or for sale; and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

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23rd: The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative, and the failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this lease or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

24th: All notices required under the terms of this lease shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this lease, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

25th: The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.

26th: This lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the Tenant.

27th: Tenant shall, during the term of this lease, be responsible for providing its own heat as well as water, fire line, sewer, electricity and all other possible unitities. Tenant shall be responsible for the care and maintenance of the heating systems as well as the water meter in Building #21.

28th: Tenant shall be responsible, during the term of this lease, for the care and maintenance of all plumbing, sprinklers, windows, doors and all other care and maintenance not specifically the responsibility of the Landlord. Landlord shall be responsible for the care and maintenance of the roofs, building exteriors, and the interior structural. However, these responsibilities shall shift to the tenant if the loss or deterioration is caused by tenant or anyone or entity connected to the tenant.

29th: Tenant shall obtain a policy of liability insurance of at least \$2,000,000 with the Landlord listed as an Additional Insured. The policy shall have no co-insurance or deductible clauses. It shall be against loss to 3rd parties (including employees and others connected to or with the Tenant) related to Tenant's operations and general liability as to the overall premises leased. Landlord may insist on a larger policy as to policy limit at any time it reasonably feels required to do so.

30th: Tenant shall obtain a Fire and Extended coverage policy as to each building, listed separately, with Landlord listed as the Named Insured, but with Tenant responsible for all premiums. The amount of coverage shall be as determined each year by the Landlord.

31st: Tenant shall pay to Landlord, as a separate form of monthly rent, at the same time as the Basic Rent is due, 50.00% of the Real Estate tax, and any assessments, due on the overall premises owned by Landlord at 185 Foundry St., Newark, NJ. Acknowledging that increases in Real Estate Taxes do not go into effect until each July 1st occurs, such increases will not go into effect and become due until the respective July 1st occurs. Payment shall be due from the Tenant to the Landlord on the 1st of the month preceding the date such taxes are due from the Landlord to the Municipality.

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SEE RIDER

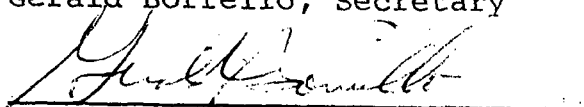
The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the statutes or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth herein at length.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

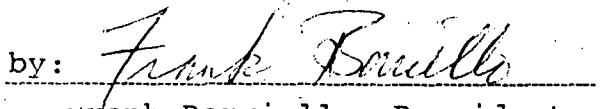
In Witness Whereof, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above written.

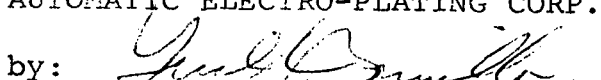
Signed, Sealed and Delivered
in the presence of
or Attested by


Gerald Borrello, Secretary


Gerald Borriello, Secretary

FOUNDRY STREET CORPORATION

by: 
Frank Borriello, President
AUTOMATIC ELECTRO-PLATING CORP.

by: 
Gerald Borriello, President

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repair the said damage or replace or restore any destroyed property at the cost and expense.

10th: The Tenant shall not place nor allow to be placed any signs of any kind whatsoever, upon, in or about the said premises or any part thereof, except of a design and structure and in or at such places as may be indicated and consented to by the Landlord in writing. In case the Landlord or the Landlord's agents, employees or representatives shall deem it necessary to remove any such signs in order to paint or make any repairs, alterations or improvements in or upon said premises or any part thereof, they may be so removed, but shall be replaced at the Landlord's expense when the said repairs, alterations or improvements shall have been completed. Any signs permitted by the Landlord shall at all times conform with all municipal ordinances or other laws and regulations applicable thereto.

11th: The Landlord shall not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power, conveyor, refrigeration, sprinkler, airconditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other Tenant or of the Landlord or the Landlord's or this or any other Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of or failure, beyond the control of the landlord, of any services to be furnished or supplied by the Landlord.

12th: This lease shall not be a lien against the said premises in respect to any mortgages that may hereafter be placed upon said premises. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this lease, irrespective of the date of recording and the Tenant agrees to execute any instruments, without cost, which may be deemed necessary or desirable, to further effect the subordination of this lease to any such mortgage or mortgages. A refusal by the Tenant to execute such instruments shall entitle the Landlord to the option of cancelling this lease, and the term hereof is hereby expressly limited accordingly.

13th: The Tenant has this day deposited with the Landlord the sum of \$ NONE as security for the payment of the rent hereunder and the full and faithful performance by the Tenant of the covenants and conditions on the part of the Tenant to be performed. Said sum shall be returned to the Tenant, without interest, after the expiration of the term hereof, provided that the Tenant has fully and faithfully performed all such covenants and conditions and is not in arrears in rent. During the term hereof, the Landlord may, if the Landlord so elects, have recourse to such security, to make good any default by the Tenant, in which event the Tenant shall, on demand, promptly restore said security to its original amount. Liability to repay said security to the Tenant shall run with the reversion and title to said premises, whether any change in ownership thereof be by voluntary alienation or as the result of judicial sale, foreclosure or other proceedings, or the exercise of a right of taking or entry by any mortgagee. The Landlord shall assign or transfer said security, for the benefit of the Tenant, to any subsequent owner or holder of the reversion or title to said premises, in which case the assignee shall become liable for the repayment thereof as herein provided, and the assignor shall be deemed to be released by the Tenant from all liability to return such security. This provision shall be applicable to every alienation or change in title and shall in no wise be deemed to permit the Landlord to retain the security after termination of the Landlord's ownership of the reversion or title. The Tenant shall not mortgage, encumber or assign said security without the written consent of the Landlord.

14th: If for any reason it shall be impossible to obtain fire and other hazard insurance on the buildings and improvements on the leased premises, in an amount and in the form and in insurance companies acceptable to the Landlord, the Landlord may, if the Landlord so elects at any time thereafter, terminate this lease and the term hereof, upon giving to the Tenant fifteen days notice in writing of the Landlord's intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate. If by reason of the use to which the premises are put by the Tenant or character of or the manner in which the Tenant's business is carried on, the insurance rates for fire and other hazards shall be increased, the Tenant shall upon demand, pay to the Landlord, as rent, the amounts by which the premiums for such insurance are increased. Such payment shall be paid with the next installment of rent but in no case later than one month after such demand, whichever occurs sooner.

15th: The Tenant shall pay when due all the rents or charges for water or other utilities used by the Tenant, which are or may be assessed or imposed upon the leased premises or which are or may be charged to the Landlord by the suppliers thereof during the term hereof, and if not paid, such rents or charges shall be added to and become payable as additional rent with the installment of rent next due or within 5 days of demand therefor, whichever occurs sooner.

16th: If the land and premises leased herein, or of which the leased premises are a part, or any portion thereof, shall be taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord shall grant an option to purchase and or shall sell and convey the said premises or any portion thereof, to the governmental or other public authority, agency, body or public utility, seeking to take said land and premises or any portion thereof, then this lease, at the option of the Landlord, shall terminate, and the term hereof shall end as of such date as the Landlord shall fix by notice in writing; and the Tenant shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings; and all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant agrees to execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the said lands and premises or any portion thereof. The Tenant covenants and agrees to vacate the said premises, remove all the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord in the aforementioned notice. Failure by the Tenant to comply with any provisions in this clause shall subject the Tenant to such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

17th: If there should occur any default on the part of the Tenant in the performance of any conditions and covenants herein contained, or if during the term hereof the premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter the said premises and the same have and again possess and enjoy; and as agent for the Tenant or otherwise, re-let the premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have been put to in re-entering and repossessing the same and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

18th: Upon the occurrence of any of the contingencies set forth in the preceding clause, or should the Tenant be adjudicated a bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against the Tenant for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if this lease or the estate of the Tenant hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law, the Landlord may, if the Landlord so elects, at any time thereafter, terminate this lease and the term hereof, upon giving to the Tenant or to any trustee, receiver, assignee or other person in charge of or acting as custodian of the assets or property of the Tenant, five days notice in writing, of the Landlord's intention so to do. Upon the giving of such notice, this lease and the term hereof shall end on the date fixed in such notice as if the said date was the date originally fixed in this lease for the expiration hereof; and the Landlord shall have the right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise, without liability for damages.

19th: Any equipment, fixtures, goods or other property of the Tenant, not removed by the Tenant upon the termination of this lease, or upon any quitting, vacating or abandonment of the premises by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the Landlord shall have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

20th: If the Tenant shall fail or refuse to comply with and perform any conditions and covenants of the within lease, the Landlord may, if the Landlord so elects, carry out and perform such conditions and covenants, at the cost and expense of the Tenant, and the said cost and expense shall be payable on demand, or at the option of the Landlord shall be added to the installment of rent due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this lease contained.

21st: This lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

22nd: The terms, conditions, covenants and provisions of this lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

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State of New Jersey, County of
that on

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before me, the subscriber,

personally appeared

who, I am satisfied,
and thereupon

the person named in and who executed the within Instrument,
acknowledged that signed, sealed and delivered the same as
act and deed, for the uses and purposes therein expressed.

State of New Jersey, County of
that on

1989

before me, the subscriber,

Be it Remembered,

a Notary Public

personally appeared

Gerald Borriello

who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that
he is the

Secretary of

Foundry Street Corporation

the Corporation named in the within Instrument;

that Frank Borriello

is the

President of said Corporation; that the execution, as well as the making of this Instrument, has
been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that
deponent well knows the corporate seal of said Corporation; and that the seal affixed to said
Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and
delivered by said

President as and for the voluntary act and deed of said Corpora-
tion, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and subscribed before me,
the date aforesaid.

Notary Public

Gerald Borriello

J. J. LONGLEY, ESQ.
426 Springfield Avenue
P.O. Box 698

Summit, New Jersey 07902
(201) 273-8110

TO

TO

Dated,

Expires

Rent, \$

State of New Jersey, County of
that on

1989

before me, the subscriber,

ss.: Be it Remembered,

A Notary Public

personally appeared

Gerald Borriello

who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that
he is the

Secretary of

Automatic Elector-Plating Corp.

the Corporation named in the within Instrument;

that Gerald Borriello

is the

President of said Corporation; that the execution, as well as the making of this Instrument, has
been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that
deponent well knows the corporate seal of said Corporation; and that the seal affixed to said
Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and
delivered by said

President as and for the voluntary act and deed of said Corpora-
tion, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and subscribed before me,
the date aforesaid.

Notary Public

Gerald Borriello

J. J. LONGLEY, ESQ.
426 Springfield Avenue
P.O. Box 698

Summit, New Jersey 07902
(201) 273-8110

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RIDER

Landlord: FOUNDRY STREET CORPORATION
Tenant: AUTOMATIC ELECTRO-PLATING CORP.
Premises: 185 Foundry St., Newark, NJ 07105
Lease Date: 3/01/89 - 10 years

Where appropriate, the following paragraphs are modified or added to in the basic printed contract as follows:

1st: Tenant's Basic Rent shall be payable monthly with the first payment due on March 1, 1989. It shall increase each year by the higher of 5% of the just past year's rent or the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers for New York-Northeastern N.J. figure expressed as the Index number for the then current March divided by the Index number for the just prior March, times the rent for the just prior year. The minimum Basic Rent amounts, assuming the Consumer Price Index approach does not go into effect, will be:

<u>Year</u>	<u>Annually</u>	<u>Monthly</u>
1	\$ 72,000.00	\$ 6,000.00
2	75,600.00	6,300.00
3	79,380.00	6,615.00
4	83,349.00	6,945.75
5	87,515.48	7,293.04
6	91,892.28	7,657.69
7	96,486.84	8,040.57
8	101,311.20	8,442.60
9	106,376.76	8,864.73
10	<u>111,695.64</u>	<u>9,307.97</u>
	\$ 905,608.20	

There shall be a 5 day grace period as to the payment of the (Basic) Rent as well as to the separate Rent specified in Paragraph 31st. A late payment fee of 5% of the amount shall be due and payable for each payment not received by Landlord within the 5 days. This penalty shall be cumulative to cover each month a particular payment has not been made thereafter.

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32nd: Tenant shall have the option to terminate this lease as of the end of the fifth year of this lease providing it shall give Landlord at least one full year's written notice. Tenant shall then comply with the Environmental Requirements found later in this Lease that apply to any lease termination.

33rd: Notwithstanding Paragraph 4th, Tenant may assign or sublet the premises upon obtaining Landlord's written permission, which shall not be unreasonably withheld. However:

(a) As a condition precedent to Tenant's right to sublease the premises or to assign this lease, Tenant shall, at Tenant's own expense, first comply with ECRA and fulfill all of Tenant's environmental obligations under this lease pursuant to the Environmental provisions of this lease which also arise upon termination of Tenant's lease term. If this condition shall not be satisfied, then Landlord shall have the right to withhold consent to sublease or assignment.

(b) Tenant shall promptly furnish to Landlord true and complete copies of all documents, submissions and correspondence provided by Tenant to the Element and all documents, reports, directives and correspondence provided by the Element to Tenant. Tenant shall also promptly furnish to Landlord true and complete copies of all sampling and test results obtained from samples and tests taken at and around the premises. Tenant shall notify Landlord in advance of all meetings scheduled between Tenant and the NJEDA or other such governmental agencies, which Landlord may attend.

(c) Any such Assignment or Sub-lease shall in no way relieve Tenant from any obligations or responsibilities under this Lease.

34th: The Tenant shall have the following Environmental duties under this Lease, as well as under any prior Leases it had in the past with Landlord:

(a) Tenant shall, at Tenant's own expense, comply with the Environmental Cleanup Responsibility Act, N.J.S.A. 13:1K-6 et seq., the regulations promulgated thereunder and any successor legislation and regulations ("ECRA"). Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of, the Industrial Site Evaluation or its successor ("Element") of the New Jersey Department of Environmental Protection or its successor ("NJDEP").

(b) Tenant's obligations under this paragraph shall arise if there is any closing, terminating or transferring of operations of an industrial establishment at the premises pursuant to ECRA, whether triggered by Landlord or Tenant.

(c) Provided this lease is not previously cancelled or terminated by either party or by operation of law, Tenant shall commence its submission to the Element in anticipation of the end of the lease term no later than one (1) year prior to the expiration of the lease term. Tenant shall promptly furnish to Landlord true and complete copies of all documents, submissions, correspondence and oral or written communications provided by Tenant to the Element, and all documents, reports, directives, correspondence and oral or written communications by the Element to Tenant. Tenant shall also promptly furnish to Landlord true and complete copies of all sampling and test results and reports obtained and prepared from samples and tests taken at and around the premises. Tenant shall notify Landlord in advance of all meetings scheduled between Tenant and NJDEP, and Landlord may attend all such meetings.

(d) Should the Element or any other division of NJDEP determine that a cleanup plan be prepared and that a cleanup be undertaken because of a spill or discharge of a hazardous substance or waste at the premises which occurred during the term of the lease, Tenant shall, at Tenant's own expense, promptly prepare and submit the required plans and financial assurances and shall promptly carry out the approved plans.

(e) At no expense to Landlord, Tenant shall promptly provide all information requested by Landlord or NJDEP for preparation of a non-applicability affidavit, de minimus quantity exemption application, limited conveyance application or other submission and shall promptly sign such affidavits and submissions when requested by Landlord or NJDEP.

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(f) Should Tenant's operations at the premises be outside of those industrial operations covered by ECRA, Tenant shall, at Tenant's own expense, obtain a letter of non-applicability or de minimus quantity exemption from the Element prior to termination of the lease term and shall promptly provide Tenant's submission and the Element's exemption letter to Landlord. Should Tenant obtain a letter of non-applicability or de minimus quantity exemption from the Element, then Tenant shall, at Landlord's option, hire a consultant satisfactory to Landlord to undertake sampling at the premises sufficient to determine whether or not Tenant's operations have resulted in a spill or discharge of a hazardous substance or waste at or around the premises. Tenant's sampling shall, at a minimum, establish the integrity of all underground storage tanks at the premises. Should the sampling reveal any spill or discharge of a hazardous substance or waste, then Tenant shall, at Tenant's expense, promptly clean up the premises to the satisfaction of Landlord and NJDEP.

(g) If Tenant fails to obtain either: (i) a non-applicability letter; (ii) a de minimus quantity exemption; (iii) a negative declaration; or (iv) final approval of cleanup; (collectively referred to as "ECRA Clearance") from the Element; or fails to clean up the premises pursuant to subparagraph (f) above, prior to the expiration or earlier termination of the lease term, then upon the expiration or earlier termination of the lease term Landlord shall have the option either to consider the lease as having ended or to treat Tenant as a holdover tenant in possession of the premises. If Landlord considers the lease as having ended, then Tenant shall nevertheless be obligated to promptly obtain ECRA Clearance and to fulfill the obligations set forth in subparagraph (f) above. If Landlord treats Tenant as a holdover tenant in possession of the premises, then Tenant shall monthly pay to Landlord double the regular and additional monthly rent which Tenant would otherwise have paid, until such time as Tenant obtains ECRA Clearance and fulfills its obligations under subparagraph (f) above, and during the holdover period all of the terms of this lease shall remain in full force and effect..

(h) Tenant represents and warrants to Landlord that Tenant intends to use the premises for _____
metal plating and metal finishing

_____ which operations have the following Standard Industrial Classification ("S.I.C.") numbers as defined by the most recent edition of the Standard Industrial Classification Manual published by the Federal Executive Office of the President, Office of Management and Budget: 3471. Tenant's use of the premises shall be restricted to the classifications set forth above unless Tenant obtains Landlord's prior written consent to any change in use of the premises. Prior to the commencement date of Tenant's lease term, Tenant shall supply to Landlord an affidavit of an officer of Tenant ("Officer's Affidavit") setting

forth Tenant's S.I.C. numbers and a detailed description of the operations and processes Tenant will undertake at the premises, organized in the form of a narrative report including a description and quantification of hazardous substances and wastes to be generated, manufactured, refined, transported, treated, stored, handled or disposed of at the premises. Following commencement of the lease term, Tenant shall notify Landlord by way of Officer's Affidavit as to any changes in Tenant's operation, S.I.C. number or use or generation of hazardous substances and wastes, by way of a supplemental Officer's Affidavit. Tenant shall also supplement and update Officer's Affidavit upon each anniversary of the commencement of the lease term. Tenant shall not commence or alter any operations at the premises prior to (i) obtaining all required operating and discharge permits or approvals, including but not limited to air pollution control permits and pollution discharge elimination system permits from NJDEP, from all governmental or public authorities having jurisdiction over Tenant's operations or the premises, and (ii) providing copies of permits or approvals to Landlord.

(i) Tenant shall permit Landlord and Landlord's agents, servants and employees, including but not limited to legal counsel and environmental consultants and engineers, access to the premises for the purposes of environmental inspections and sampling during regular business hours, or during other hours either by agreement of the parties or in the event of any environmental emergency. Tenant shall not restrict access to any part of the premises, and Tenant shall not impose any conditions to access. In the event that Landlord's environmental inspection shall include sampling and testing of the premises, Landlord shall use its best efforts to avoid interfering with Tenant's use of the premises, and upon completion of sampling and testing shall repair and restore the affected areas of the premises from any damage caused by the sampling and testing.

(j) Tenant shall indemnify, defend and hold harmless Landlord from and against all claims, liabilities, losses, damages and costs, foreseen or unforeseen, including without limitation counsel, engineering and other professional or expert fees, which Landlord may incur by reason of Tenant's action or non-action with regard to Tenant's obligations under this paragraph.

(k) This paragraph shall survive the expiration or earlier termination of this lease. Tenant's failure to abide by the terms of this paragraph shall be restrainable by injunction.

Reporting Requirements. Tenant shall promptly supply Landlord with copies of all notices, reports, correspondence and submissions made by Tenant to EPA, NJDEP, the United States Occupational Safety and Health Administration or any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes

or substances pursuant to laws including but not limited to the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. and the regulations promulgated thereunder (the "Spill Act"), the Worker and Community Right to Know Act, N.J.S.A. 34:5A-1 et seq. and the regulations promulgated thereunder, the Hazardous Substance Discharge -- Reports and Notices Act, N.J.S.A. 13:1K-15 et seq. and the regulations promulgated thereunder, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. and the regulations promulgated thereunder, and the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. and the regulations promulgated thereunder.

Environmental Liens. Tenant shall promptly notify Landlord as to any liens threatened or attached against the premises pursuant to the Spill Act or any other environmental law. In the event that such a lien is filed against the premises, then Tenant shall, within thirty days from the date that the lien is placed against the premises, and at any rate prior to the date any governmental authority commences proceedings to sell the premises pursuant to the lien, either: (a) pay the claim and remove the lien from the premises; or (b) furnish either (i) a bond satisfactory to Landlord in the amount of the claim out of which the lien arises, (ii) a cash deposit in the amount of the claim out of which the lien arises, or (iii) other security satisfactory to the Landlord in an amount sufficient to discharge the claim out of which the lien arises.

35th: This Lease shall be considered made and to be performed and construed in New Jersey and under the laws of New Jersey. It shall be enforced using the Courts of the State of New Jersey only. Service of Process shall be fully accomplished upon the mailing of the appropriate Summons & Complaint both by Certified Mail - Return Receipt and by regular mail, to the last known address of the other party(ies). Proof of receipt shall not be required.

IN WITNESS WHEREOF, the representatives of the corporate parties have set their hands and seals on this day of , 1989 to this Rider to the main Lease Agreement.

attest:


Gerald Borriello, Secretary

FOUNDRY STREET CORPORATION

BY: 
Frank Borriello, President


Gerald Borriello, Secretary

AUTOMATIC ELECTOR-PLATING, INC.

by: 
Gerald Borriello, President

843610046

Fidelity Union Trust Company

15-D

I, Frank Borriello the undersigned, Secretary of
Automatic Electroplating Corp.

do hereby certify that the following is a true copy of a resolution duly adopted at a ^{special} ~~regular~~ meeting of
 the Board of Directors of the said Corporation duly held at Newark N.J.
 on the 21st day of September 1960, a quorum being present, and that
 the said resolution is in full force and effect at this date:

"Resolved: that Frank Borriello the Treasurer of
Automatic Electroplating Corp.
^{open}
 is authorized and instructed to continue a deposit account for and in the name of this
 Corporation with the FIDELITY UNION TRUST COMPANY in the City of Newark,
 to deposit therein funds of this Corporation to be withdrawn until further notice in
 writing to said Trust Company only by check signed in the name of this Corporation by
Frank Borriello Treasurer

or
 and
 or
 and

or by promissory note, draft or bill of exchange made payable at the said Trust
 Company, when signed in like manner and by the same officers."

The above resolution is in accord with the By-Laws of this Corporation.

The following are the officers of this Company, elected at the meeting of the Board of
 Directors held on the 21st day of September 1960;

Carl Houper President
Frank Borriello Secretary Treasurer

In Witness Whereof, I have hereunto affixed my official signature and the seal of the said
 Corporation, this 21st day of September 1960.

843610047

SEAL

Secretary

J. J. LONGLEY

Attorney at Law

426 Springfield Avenue • P.O. Box 698 • Summit, New Jersey 07901 • Phone (201) 273-8110

TO

Gerald Borriello
Automatic Electro-Plating Corp.
185 Foundry St.
Newark, NJ 07105

DATE February 10, 1987

SUBJECT Name Change

Dear Jerry:

Here is a copy of the Certificate showing that the corporate name has been changed back to the original name.

Regards,

J. J. Longley

Encl

843610048

FILED

FEB 3 1987

Form C-102a
Rev. 7-1-71

**CERTIFICATE OF AMENDMENT TO THE
CERTIFICATE OF INCORPORATION OF
GERALD BORRIELLO, INC.**

JANE BURGIO
Secretary of State

(For Use by Domestic Corporations Only)

To: The Secretary of State
State of New Jersey

Pursuant to the provisions of Section 14A:9-2(4) and Section 14A:9-4(3), Corporations, General, of the New Jersey Statutes, the undersigned corporation executes the following Certificate of Amendment to its Certificate of Incorporation:

1. The name of the corporation is GERALD BORRIELLO, INC.

2. The following amendment to the Certificate of Incorporation was approved by the directors and thereafter duly adopted by the shareholders of the corporation on the 7th

day of January, 19 87.

Resolved, that Article 1st of the Certificate of Incorporation be amended to read as follows:

The name of the corporation is AUTOMATIC ELECTRO-PLATING CORP.

3. The number of shares outstanding at the time of the adoption of the amendment was 2,000. The total number of shares entitled to vote thereon was 2,000.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

4. The number of shares voting for and against such amendment is as follows:
(If the shares of any class or series are entitled to vote as a class, set forth the number of shares of each such class and series voting for and against the amendment, respectively.)

Number of Shares Voting For Amendment

Number of Shares Voting Against Amendment

2,000

0

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